



CITY OF MADISON HEIGHTS

CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.

CITY COUNCIL REGULAR MEETING AGENDA

MARCH 11, 2024 AT 7:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILOR WRIGHT

APPROVAL OF THE AGENDA:

- [1.](#) Additions/Deletions

PRESENTATIONS

PUBLIC HEARINGS:

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

- [2.](#) Director of Public Services - Field Use Agreement with Madison Heights Football
- [3.](#) Director of Public Services - Field Use Agreement with Stay and Play Social Club
- [4.](#) Director of Public Services - 2024 Summer Maintenance Agreement with Road Commission for Oakland County
- [5.](#) City Council Special Meeting Minutes of January 22, 2024
- [6.](#) City Council Regular Meeting Minutes of February 26, 2024

COMMUNICATIONS:

REPORTS:

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

- [7.](#) Director of Public Services - Contract Extension - Major and Local Sectional Paving
- [8.](#) Purchasing Coordinator - Community Development Block Grant (CDBG) Funded Lawn Service
- [9.](#) City Manager - Police Department Women's Locker Room Renovation

ORDINANCES:

UNFINISHED BUSINESS:

EXECUTIVE SESSION:

ADJOURNMENT

NOTICE: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (248) 583-0826 or by email: clerks@madison-heights.org

heights.org at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

DATE: March 6, 2024

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments - Regular Council Meeting of Monday, March 11, 2024

The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, March 11, 2024.

CONSENT AGENDA:

FIELD USE AGREEMENT WITH MADISON HEIGHTS FOOTBALL

The Madison Heights Little Football League requests a Field Use Agreement for Huffman Park to be used for football and cheerleading practices. The period of the agreement is from August 1, 2024, through November 15, 2028.

Staff and I recommend approval through the Consent Agenda of this field use agreement with Madison Heights Little Football League and authorize the Mayor and City Clerk to sign on behalf of the City.

FIELD USE AGREEMENT WITH STAY-AND-PLAY SOCIAL CLUB

Stay and Play Social Club requests a Field Use Agreement for Civic Center, Huffman, and Rosie's Parks. This agreement is a renewal for five years through December 31, 2028.

Staff and I recommend approval through the Consent Agenda of this field use agreement with Stay and Play Social Club and authorize the Mayor and City Council to sign on behalf of the City.

2024 SUMMER MAINTENANCE AGREEMENT

Presented for the Council's consideration as part of the Consent Agenda is the 2024 Summer Maintenance Agreement from the Road Commission for Oakland County. Pursuant to this Agreement, the City provides street sweeping, weed and grass mowing, and litter pickup along Fourteen Mile, Twelve Mile, and John R from Fourteen Mile to Red Run Drain. The Road Commission has increased the contract payment by 4.1% from last year.

Staff and I recommend that the Council approve the 2024 Summer Maintenance Agreement and authorize the Mayor and City Clerk to sign on behalf of the City.

BID AWARDS AND PURCHASES:

MAJOR AND LOCAL SECTIONAL PAVING CONTRACT EXTENSION

Dilisio Contracting Inc. of Clinton Township was awarded the 2023 Major and Local Street Sectional Repair projects as a result of the February 2023 public opening bid process. They completed all these projects promptly, with quality workmanship and good working relationships with City staff.

Dilisio Contracting has agreed to extend these bid prices for the upcoming 2024 Major and Local Sectional concrete replacement projects.

Based on the recommendation of the City Engineer and City Staff we request that the Council approve the contract extension with DiLisio Contracting for the Major and Local Sectional concrete replacement projects, for a total estimated cost of \$741,315.70.

This contract extension does not automatically commit the City to any projects in the upcoming 2025 fiscal year. Projects would not be authorized to start until funding was made available through the normal budget process.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED LAWN SERVICE

Following HUD regulations, the City posted a bid for CDBG-funded lawn services. The bid was posted on the MITN online cooperative bidding system, where it was emailed to 399 vendors. Out of the 399 vendors who received notice online, 55 vendors downloaded the bid documents. On February 13, 2024, six (6) responsive electronic bids were opened.

The lowest qualified bidder is Capital Landscapes at \$23.00 per lot. During the vetting process, Capital Landscapes received positive reference checks. Staff is looking forward to building a positive working relationship with Capital Landscapes, as many of the references stated they were reliable and had a keen sense of professionalism.

Staff and I respectfully request that the Council award the bid to the lowest responsible bidder, Capital Landscapes, for a one-year contract at the unit rate of \$23.00 per lot for the 2024 mowing season. We would also respectfully request that Council authorize the City to proceed to the next lowest qualified bidders, Zimmerman Lawn & Snow, at unit pricing of \$24.00 per lot in the unlikely event that the contract with Capital Landscapes is canceled due to non-performance or other issues.

WOMEN'S LOCKER ROOM EXPANSION

The City has approximately \$115,000 remaining from the Civic Center Project Construction savings from completing the project under budget. Staff is requesting to utilize these building improvement savings with additional funding from a fund balance of \$95,304 to renovate the Women's Locker Room at the Police Department. The current locker room does not meet the space needs of our current female staff, leaving no room for growth. Therefore, we have worked with Frank Rewold & Sons, continuing our professional relationship under an Oakland County bid for this project's design and construction management/oversight. The project has been designed to increase square footage and locker capacity by relocating the current breakroom at the Police Department.

Staff and I request that the City Council is being asked to approve an agreement with Frank Rewold and Sons, who holds a contract for construction services with Oakland County, for the renovation of the Women's Police Locker Room and General Breakroom, in an amount not to exceed \$210,304. If approved, a budget amendment will be needed to increase expenditures by \$210,304 to 101-301-987-0000.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/11/24

PREPARED BY: Sean P. Ballantine, Director of Public Services

AGENDA ITEM CONTENT: Director of Public Services - Field Use Agreement with Madison Heights Football

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Presented for Council's consideration is a new five-year field use agreement with Madison Heights Little Football.

RECOMMENDATION:

Staff recommends that Council approve this field use agreement, and authorize the Mayor and Clerk to sign on the City's behalf.

FIELD USE AND INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

This AGREEMENT is made on this 26 day of February, 2024 by and between the MADISON HEIGHTS LITTLE FOOTBALL LEAGUE CORPORATION, a non-profit (I.R.S. Section 501(c)(3)) organization whose address is P.O. Box 71143, Madison Heights, Michigan, 48071 (hereinafter "LITTLE FOOTBALL") and the CITY OF MADISON HEIGHTS, a Michigan Municipal Corporation, whose address is 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 (hereinafter "CITY"). In this Agreement, either LITTLE FOOTBALL and/or the CITY may also be referred to individually as a "Party" or jointly as "Parties."

WHEREAS, LITTLE FOOTBALL desires to use City Park Land for the purpose of conducting a football program; and;

WHEREAS, the CITY deems it to be in the public interest to promote recreation, including football in its park system under the conditions as hereinafter set forth; and,

WHEREAS, the parties do hereby covenant and agree as follows:

NOW THEREFORE, the CITY, for and in consideration of the covenants to be performed by LITTLE FOOTBALL, does hereby permit LITTLE FOOTBALL to use certain fields located in certain parks as hereinafter described for the sole purpose of football games, practices, and scrimmages, cheerleading practices, football camps, and a picnic (pursuant to the City's Uniform Insurance Requirements for Special Events, when applicable). The parks to be used by LITTLE FOOTBALL for aforementioned events are: Huffman.

TERM

The term of this Agreement shall begin January 1, 2024 through December 31, 2028. Specific dates for the use of said fields within the parks by LITTLE FOOTBALL are hereinafter set forth and the same may be modified from time to time upon mutual consent of the parties hereto: August 1, 2024 – November 15, 2028.

COVENANTS OF ASSOCIATION

LITTLE FOOTBALL does hereby covenant and agree with the CITY that LITTLE FOOTBALL will::

1. Submit a completed game/practice schedule of all park usage to the Recreation Supervisor or designee prior to July 15, or as otherwise agreed to between the parties; and,
2. Use and occupy said parks in a careful and proper manner and in particular shall not permit any vehicles to be driven on turf unless supervised by a designated employee from the Department of Public Services; not permit the use of loud speaker system, unless approved by Director of Public Services or designee; and shall not erect or place any buildings, tents, mobile carts, or similar facilities without written permission from the Director of Public Services or designee; and,
3. Not use or occupy said parks for any unlawful purpose; and will conform and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the parks; and

4. Indemnify, defend and hold harmless the CITY, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns from any and all claims made by any third party and all losses, expenses, damages, costs, and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense, to the extent arising, out of or related to the negligence or willful misconduct of LITTLE FOOTBALL in the use of fields and equipment owned by the CITY (e.g., bleachers) for football practice, games and events during the term of this Agreement. In the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the CITY, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the above-referenced activity, during the term of this Agreement, LITTLE FOOTBALL hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses, LITTLE FOOTBALL'S indemnity hereunder will not apply to the extent such claims, losses, expenses, costs or liabilities arise out of or are related to the CITY's negligence or willful misconduct; and,
5. Agrees that sponsored football events run by a third party will require City Council approval (to be requested by LITTLE FOOTBALL) and will require an executed and notarized Indemnification, Defend, and Hold Harmless Agreement from the third party vendor; and,
6. Agree to maintain with the CITY a valid Certificate of Insurance (Acord) including coverages and limits as required by the City's Risk Manager and naming the CITY as an additional insured for the purpose of the activities contained in this Agreement; and,
7. Leave the park, at the expiration or prior termination of this Agreement and any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted; and,
8. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this Agreement RESERVED; and,
9. Provide supervision, officiating, concessions, and equipment (e.g. uniforms, balls, pads, helmets) to perform the activities contained in this Agreement and to take reasonable measures to insure the safety of participants and the public. LITTLE FOOTBALL agrees to move any equipment as requested by the Director of Public Services or designee; and,
10. Obtain and maintain any and all required health and safety permits pertaining to the operation of the park shelter building concession at Huffman Park; and,
11. Open and close the Park Shelter Building restrooms when the Park Ranger is not available; and,
12. Turn on and turn off the lighting for night games and practices when the park ranger is not available; and,
13. Provide routine cleaning, maintenance and upkeep of the Huffman Park Shelter Building; and,
14. Assist the CITY in its effort to adequately maintain the fields they are assigned. This assistance may include but not be limited to volunteer labor, donation of materials, and financial assistance not to

exceed \$1,000 for such maintenance as re-sodding, top dressing, aeration, fertilization and overseeding; and,

15. Restrict use of certain parks or portions thereof if requested by the CITY to facilitate field maintenance, provided that CITY will perform such maintenance so as to not minimize and disturb LITTLE FOOTBALL's use of the Park; and,
16. Agrees to educate participants regarding the need to obey all parking and traffic control requirements at and around the Park; and,
17. Agrees that all volunteers, including coaches, officials and referees, have received sufficient training by LITTLE FOOTBALL and have passed background checks performed by LITTLE FOOTBALL to ensure the safety and welfare of all participants, spectators, and others involved in LITTLE FOOTBALL's program.
18. Maintain proper Concussion Awareness Training and accompanying records as set forth by State of Michigan Public Acts 342 & 343 of 2012.
19. If an event is held at the CITY'S fields and is run by a third party that provides revenue back to LITTLE FOOTBALL, LITTLE FOOTBALL shall reimburse the CITY for all costs incurred by the CITY to support such event. LITTLE FOOTBALL agrees to disclose the revenue percentage split with the third party by providing the CITY with a copy of LITTLE FOOTBALL'S operating and/or financial agreement with the third party.
20. Provide payment in the amount of \$1,000.00 for field use as set forth by the CITY at the end of each season in a timely manner as requested by the city.

COVENANTS OF CITY

The CITY does hereby covenant and agree with LITTLE FOOTBALL that the CITY will:

1. Maintain the fields used by LITTLE FOOTBALL, including mowing, fertilization, weed control, lining/stripping, and seeding or re-sodding, if needed; and,
2. Provide lighting for night games and practices; and,
3. Provide keys for the Park Shelter Building at the beginning of the season and unplugging all appliances at the end of season; and,
4. Turn on and turn off the lighting for night games and practices when the park ranger is available; and,
5. Providing equipment storage in the Huffman Park Shelter Building; and,
6. Open and close the Park Shelter Building restrooms when the Park Ranger is available; and,
7. Schedule other park users so as to minimize the potential for conflict with LITTLE FOOTBALL activities during the periods specified above under TERM. In the event of a conflict, the CITY will make a good faith effort to find an alternative location for LITTLE FOOTBALL; and,
8. The CITY reserves the right to determine who may use the parks outside normal use by LITTLE FOOTBALL.

MUTUAL COVENANTS

It is mutually agreed by and between the CITY and LITTLE FOOTBALL that:

1. This Agreement and all covenants and provisions herein contained shall not be assigned by LITTLE FOOTBALL to a third party without the expressed written consent of the CITY inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under LITTLE FOOTBALL in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
2. These agreed upon parks are owned and held by the City of Madison Heights for the use and benefit of the general public, and should the CITY determine that said parks are needed for any purpose whatsoever, the CITY shall have the right and privilege of canceling and terminating this Agreement upon giving to LITTLE FOOTBALL ninety (90) days notice in writing of its intentions to cancel and terminate this Agreement. LITTLE FOOTBALL also shall have the right and privilege of canceling and terminating this Agreement upon giving the CITY ninety (90) days notice in writing of its intentions to cancel or terminate this Agreement; and,
3. If LITTLE FOOTBALL shall at any time be in default in the performance of any of the covenants or provisions of this Agreement, and LITTLE FOOTBALL shall fail to remedy such default within fourteen (14) days after written notice thereof from the CITY, it shall be lawful for the CITY to cancel this Agreement, and thereupon this Agreement and everything herein contained in the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from LITTLE FOOTBALL all damages due up to the time of such entry; in case of any such default and entry by the CITY, the CITY may reschedule usage of said parks for the remainder of said term.
4. Nothing contained herein, including the indemnity provisions stated above, shall constitute a waiver of governmental immunity or other defenses to claims or lawsuits alleged by any person or entity.
5. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.
6. This Agreement contains the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties. This Agreement shall not be changed or supplemented orally. If any provision(s) of this Agreement shall be found to be invalid or unenforceable, the remainder shall not be affected.

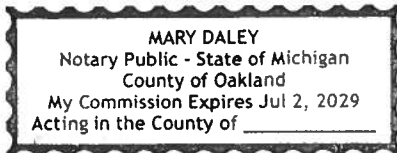
IN WITNESS THEREOF, the parties hereto have hereunto signed this Fields Use and Indemnification, Defend, and Hold Harmless Agreement this 26 day of February, 2023.⁴

MADISON HEIGHTS LITTLE FOOTBALL LEAGUE CORPORATION ("LITTLE FOOTBALL")

By: _____

Jason Hodgson
President_____
WitnessSTATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 26 day of February, 2023, before me, a notary public in and for said County and State, personally appeared the above named Jason Hodgson, President of Madison Heights Little Football League to me personally known, who being by me duly sworn, did say that he has read the foregoing Field Use And Indemnification, Defend And Hold Harmless Agreement, that the same was explained to him by their representatives, and that he fully understands the contents thereof, and that he has signed said Field Use And Indemnification, Defend And Hold Harmless Agreement as his own free act and deed and on behalf of the aforesaid organization.

_____
Notary Public_____
Oakland County, Michigan
acting in the County of OaklandMy Commission expires: July 2, 2029**CITY OF MADISON HEIGHTS ("CITY")**

By: _____

Roslyn Grafstein
Mayor_____
Witness

By: _____

Cheryl Rottman
City Clerk_____
Witness



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/11/24

PREPARED BY: Sean P. Ballantine, Director of Public Services

AGENDA ITEM CONTENT: Director of Public Services - Field Use Agreement with Stay and Play Social Club

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Presented for Council's consideration is a new five-year field use agreement with the Stay and Play Social Club (SPSC)

RECOMMENDATION:

Staff recommends that Council approve this field use agreement, and authorize the Mayor and Clerk to sign on the City's behalf.

FIELD USE AND INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

This AGREEMENT is made on this 15 day of DECEMBER, 2023 by and between the Stay and Play Social Club contractor Stephanie Puertas, an organization whose address is PO Box 2124, Royal Oak, MI 48068 (hereinafter "SPSC") and the CITY OF MADISON HEIGHTS, a Michigan Municipal Corporation, whose address is 300 West Thirteen Mile Road, Madison Heights, Michigan 48071 (hereinafter "CITY"). In this Agreement, either SPSC and/or the CITY may also be referred to individually as a "Party" or jointly as "Parties."

WHEREAS, SPSC desires to use City Park Land for the purpose of conducting adult sports programs; and;

WHEREAS, the CITY deems it to be in the public interest to promote recreation, including adult sports in its park system under the conditions as hereinafter set forth; and,

WHEREAS, the parties do hereby covenant and agree as follows:

NOW THEREFORE, the CITY, for and in consideration of the covenants to be performed by SPSC, does hereby permit SPSC to use certain fields located in certain parks as hereinafter described for the sole purpose of baseball. The parks to be used by SPSC for sports games and practices are: Civic Center, Huffman and Rosie's.

TERM

The term of this Agreement shall begin January 1, 2024 through December 31, 2028. Specific dates for the use of said fields within the parks by SPSC are hereinafter set forth and the same may be modified from time to time upon mutual consent of the parties hereto: April 1 -October 31.

COVENANTS OF ASSOCIATION

SPSC does hereby covenant and agree with the CITY that SPSC will:

1. SPSC agrees to submit a completed game schedule of all park usage to the Recreation Supervisor or designee no later than March 31.
2. Use and occupy said parks in a careful and proper manner and in particular shall not permit any vehicles to be driven on turf unless supervised by a designated employee from the Department of Public Services; not permit the use of loud speaker system, unless approved by Director of Public Services or designee; and shall not erect or place any buildings, tents, mobile carts, or similar facilities without written permission from the Director of Public Services or designee; and,
3. Not use or occupy said parks for any unlawful purpose; and will conform and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the parks; and,
4. Indemnify and hold harmless the CITY, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns from any and all liability arising, directly or indirectly, from the use of fields and equipment owned by the CITY for adult sports practice, games and events during the term of this Agreement. In the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the CITY, its Council, officers, administrators, employees, attorneys,

affiliates, successors and assigns by virtue of the above-referenced activity, during the term of this Agreement, SPSC hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding the foregoing, this Field Use and Indemnification, Defend and Hold Harmless Agreement excludes the sole acts and/or the sole omissions to act on the part of the CITY; and,

5. Agree that SPSC sponsored events run by a third party will require City Council approval (to be requested by SPSC) and will require an executed and notarized Indemnification, Defend, and Hold Harmless Agreement from the third party vendor; and,
6. Agree to maintain with the CITY a valid Certificate of Insurance (Acord) including coverages and limits as required by the City's Risk Manager and naming the CITY as an additional insured for the purpose of the activities contained in this Agreement; and,
7. Leave the park, at the expiration or prior termination of this Agreement and any renewal or extension thereof, in as good condition as received, reasonable wear and tear excepted; and,
8. Be responsible for all damage to property, public or private, that may be caused by this operation in the performance of this Agreement; and,
9. Provide supervision, officiating/umpiring, and equipment (e.g. uniforms, bats, balls, bases, helmets) to perform the activities contained in this Agreement and to insure the safety of participants and the public. SPSC agrees to move any equipment as requested by the Director of Public Services or designee; and,
10. Open and close the Park Shelter building restrooms, set out and collect bases at parks, and turn on/off lights when CITY Staff are unavailable; and,
11. When turning on/off lighting, the lights will be turned on no earlier than one hour before sunset and turned off before participants leave the park; and
12. Assist the CITY in their effort to adequately maintain the fields they are assigned. This assistance may include but not be limited to volunteer labor, donation of materials, and financial assistance for such maintenance as re-sodding, top dressing, aeration, fertilization and overseeding; and,
13. Restrict use of certain parks or portions thereof if requested by the CITY to facilitate field maintenance; and,
14. Provide payment for field use as set forth by the CITY at the end of each season in a timely manner as requested by the CITY at \$20 per hour per discretion of the CITY; and,
15. If an event is held at the CITY'S fields and is run by a third party that provides revenue back to SPSC, SPSC shall reimburse the CITY for all costs incurred by the CITY to support such event. SPSC agrees to disclose the revenue percentage split with the third party by providing the CITY: with a copy of SPSC'S operating and/or financial agreement with the third party.

COVENANTS OF CITY

The CITY does hereby covenant and agree with SPSC that the CITY will:

1. Maintain the fields used by SPSC, including mowing, fertilization, weed control, lining/stripping, and seeding or re-sodding, if needed; and,
2. Provide lighting for night games and practices when CITY Staff is available; and,
3. Set out and collect bases at when CITY Staff are available; and,
4. Open and close the Park Shelter building restrooms at parks when CITY Staff are available; and,
5. Schedule other park users so as to minimize the potential for conflict with SPSC activities during the periods specified above under TERM. In the event of a conflict, the CITY will make a good faith effort to find an alternative location for SPSC; and,
6. The CITY reserves the right to determine who may use the parks outside normal use by SPSC.

MUTUAL COVENANTS

It is mutually agreed by and between the CITY and SPSC that:

1. This Agreement and all covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that no assignment by, from, through or under SPSC in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
2. These agreed upon parks are owned and held by the City of Madison Heights for the use and benefit of the general public, and should the CITY determine that said parks are needed for any purpose whatsoever, the CITY shall have the right and privilege of canceling and terminating this Agreement upon giving to SPSC ninety (90) day notice in writing of its intentions to cancel, and terminate this Agreement. SPSC also shall have the right and privilege of canceling and terminating this Agreement upon giving the CITY ninety (90) day notice in writing of its intentions to cancel or terminate this Agreement; and,
3. If SPSC shall at any time be in default in the performance of any of the covenants or provisions of this Agreement, and SPSC shall fail to remedy such default within fifteen (15) days after written notice thereof from the CITY, it shall be lawful for the CITY to cancel this Agreement, and thereupon this Agreement and everything herein contained in the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from SPSC all damages due up to the time of such entry; in case of any such default and entry by the CITY, the CITY may reschedule usage of said parks for the remainder of said term.
4. Nothing contained herein, including the indemnity provisions stated above, shall constitute a waiver of governmental immunity or other defenses to claims or lawsuits alleged by any person or entity.
5. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan.
6. This Agreement contains the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties. This Agreement shall not be changed or supplemented orally. If any provision(s) of this Agreement shall be found to be invalid or unenforceable, the remainder shall not be affected.

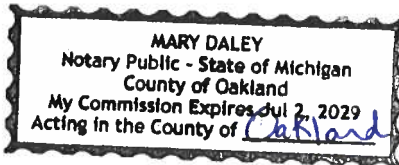
IN WITNESS THEREOF, the parties hereto have hereunto signed this Fields Use and Indemnification, Defend, and Hold Harmless Agreement this 15TH day of DECEMBER, 2023.

Stay and Play Social Club ("SPSC")

By: Matt Higley Colin Cots
 Matt Higley Witness
 SPSC Director

STATE OF MICHIGAN)
 COUNTY OF OAKLAND)

On this 26th day of February, 2024, before me, a notary public in and for said County and State, personally appeared the above named Matt Higley to be personally known, who being by me duly sworn, did say that they have read the foregoing Field Use And Indemnification, Defend And Hold Harmless Agreement, that the same was explained to them by their representatives, and that they fully understand the contents thereof, and that they have signed said Field Use And Indemnification, Defend And Hold Harmless Agreement as their own free act and deed and on behalf of the aforesaid organization.



Mary Daley, Notary Public
Oakland County, Michigan
 acting in the County of Oakland
 My Commission expires: July 2, 2029

CITY OF MADISON HEIGHTS ("CITY")

By: Roslyn Grafstein Witness
 Mayor

By: Cheryl Rottman Witness
 City Clerk



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/11

PREPARED BY: Sean P. Ballantine, Director of Public Services

AGENDA ITEM CONTENT: Director of Public Services - RCOC Summer Maintenance Agreement

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Attached for consideration is the proposed 2024 Summer Maintenance Agreement between the Road Commission for Oakland County (RCOC) and the City of Madison Heights for summer maintenance activities on 14 Mile, 12 Mile, and John R from 14 Mile to the Red Run County Drain. Under this Agreement, the City provides street sweeping, weed trimming and grass mowing, and litter pick-up along these County Roads, and is compensated by RCOC for same.

RECOMMENDATION:

Staff recommends that City Council approve this Agreement with the Road Commission for Oakland County, and authorize the Mayor and City Clerk to sign on behalf of the City. As in years past, the RCOC is requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2024, and invoice the remaining 35% upon completion of the last maintenance activity.

MEMORANDUM

Item 4.

DATE: February 29, 2024
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: 2024 Summer Maintenance Agreement with the Road Commission for Oakland County (RCOC)

Attached for consideration is the proposed 2024 Summer Maintenance Agreement between the Road Commission for Oakland County (RCOC) and the City of Madison Heights for summer maintenance activities on 14 Mile, 12 Mile, and John R from 14 Mile to the Red Run County Drain.

Under this Agreement, the City provides street sweeping, weed trimming and grass mowing, and litter pick-up along these County Roads, and is compensated by RCOC for same. This contract provides an increase of 4.1% from last year, which is attributable to increases in the price of mowing and litter pickup (please see attached historical data). These service rates reflect the current bid prices solicited by the RCOC.

Staff recommends that City Council approve this Agreement with the Road Commission for Oakland County, and authorize the Mayor and City Clerk to sign on behalf of the City. As in years past, the RCOC is requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2024, and invoice the remaining 35% upon completion of the last maintenance activity.

Department of Public Services
City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071

p: (248) 589-2294 | f: (248) 589-2679 | e: DPS@Madison-Heights.org

2024 SUMMER MAINTENANCE AGREEMENT
CITY OF MADISON HEIGHTS

Item 4.

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2024, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the “Board and as the “Road Commission for Oakland County”) and the **City of Madison Heights**, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City hereby agrees to be responsible for performing Summer Maintenance of certain roads under the terms of this Agreement, and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement. “Summer Maintenance,” herein required to be performed by City, shall mean the work and services specified in Exhibit B hereto and this Agreement. All maintenance work and services performed by the City shall be in accordance with the Board’s minimum maintenance standards and this Agreement.

II

The Board has determined and specified the equipment and personnel necessary to provide the Summer Maintenance and the City has acquired the necessary equipment and personnel so specified. The City shall keep accurate and uniform records of all Summer Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **\$12,767.70**, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

65% on September 15, 2024
35% upon completion of the last Summer Maintenance activity

The making of said payments shall constitute the Board’s entire obligation in reference to Summer Maintenance.

IV

It is specifically understood and agreed by the City and the Board that by undertaking to perform Summer Maintenance of certain county primary roads, the City does not assume the Board's legal duty to keep said roads in such condition as to be in accordance with MCLA 224.21, reasonably safe and convenient for public travel, other than as may relate to the work and service to be performed as listed in Section I above, and

the City hereby agrees to hold harmless, represent, defend with counsel acceptable to the Board, and indemnify the Board; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and all applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; any and all local units(s) of government within which the roads subject to this Agreement are located, and the respective officers, agents and employees of all of the foregoing, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Summer Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Summer Maintenance under Section I, the City agrees to notify the Board within 30 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Summer Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation, employer's liability, automobile and comprehensive general liability insurance coverages, and such other insurance coverages, as described in Exhibit C attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement, and these coverages shall be obtained and maintained in accordance with the requirements set forth in Exhibit C attached hereto and made a part hereof and shall be primary and non-contributory.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 PA 453, as amended, and 1976 PA 220, as amended, the Contractor covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of the particular job or position, and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement. A breach of this covenant may be regarded as a material breach of this Agreement.

Contractor shall utilize the provisions of the Federal E-Verify Program to verify the work authorization status of all newly hired employees; and the Road Commission for Oakland County may terminate the contract for failure of Contractor to so comply with the Federal E-Verify Program.

IX

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Summer Maintenance activities will be executed annually by the parties hereto.

The terms and conditions of this Agreement shall become effective as of April 1, 2024, and shall continue in full force and effect until a subsequent Summer Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Summer Maintenance agreement has not been executed by the parties hereto on or before October 15, 2024, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit D).

Witnesses:

CITY OF MADISON HEIGHTS
A Municipal Corporation

By: _____

Its: _____

By: _____

Its: _____

Witnesses:

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,**
A Public Body Corporate

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

Item 4.

2024 SUMMER MAINTENANCE AGREEMENT

CITY OF MADISON HEIGHTS

	<u>Sweeping</u>
Twelve Mile Road, from Campbell Road to Dequindre Road.	4.46 Miles
Fourteen Mile Road, from Campbell Road to Dequindre Road.	5.10 Miles
John R, from Fourteen Mile Road to the Red Run County Drain.	<u>3.4 Miles</u>
Total	12.96 Miles
Sweeping: 12.96 Curb Miles x \$183.75/Curb Mile = \$2,381.40 x 3 Sweepings = (both directions, including median)	\$ 7,144.20
Mowing: 5 mowings @ \$722.99 per mowing =	\$ 3,614.95
Litter Pick up: 5 litter pick-ups @ \$401.71 per pickup =	\$ <u>2,008.55</u>
Total Contract	\$ 12,767.70

2024 SUMMER MAINTENANCE AGREEMENT**CITY OF MADISON HEIGHTS****WORK TO BE PERFORMED:**

1. Sweep all roads listed in Exhibit A, in both directions of travel and around islands, as provided in this Agreement, three (3) times (once between April 15th and May 15th; once between July 15th and August 15th and once between September 15th and October 15th).
2. Cut weeds and sweep all islands located along all roads listed in Exhibit A, where applicable.
3. Pick up litter, mow grass and cut weeds within the right-of-way along all roads listed in Exhibit A, with the exception of the north side of Fourteen Mile Road. This includes mowing and cutting to 30 feet back from the curb, the State right-of-way located along Twelve Mile Road and the south side of Fourteen Mile Road at I-75.
4. The City may at its own expense sweep, cut weeds and pick up litter more frequently, subject to the other terms and conditions of this Agreement, including, without limitation, the indemnification and insurance provisions.

2024 SUMMER MAINTENANCE AGREEMENT

CITY OF MADISON HEIGHTS

**SPECIAL PROVISION
FOR
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

**SPECIAL PROVISION
FOR
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

Indemnification and Damage Liability

See provisions of the maintenance agreement to which this Exhibit C is attached.

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Board of County Road Commissioners of the County of Oakland ("Board"), copies of completed certificates of insurance as evidence that it carries adequate insurance satisfactory to the Board; and, without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. The City shall immediately notify the Board and cease operations upon the occurrence of any cancellation, reduction, modification or termination of insurance required hereunder, and shall not resume operations under this Agreement until all insurance as required by this Agreement is in full force and effect. The City shall provide in a form and substance acceptable to the Board an underwriter's endorsement to its comprehensive general liability insurance and auto liability insurance, including any excess umbrella insurance, in the amounts set forth on Exhibit C, naming the Board and the Office of the Oakland County Water Resources Commissioner as an additional named insured. The City shall obtain and deliver to the Board a notice of cancellation and non-renewal endorsement, acceptable to the Board, for the general liability, auto liability, and worker's compensation and employer's liability policies. Prior to commencing the work, the City shall provide to the Board evidence satisfactory to the Board of payment of the current premium for the required insurance and endorsements and shall also obtain certificates of insurance for each policy, providing for thirty (30) days actual (not "endeavor to") prior, written notice to the Board by the insurance carrier of any cancellation, termination reduction or material change of the policy. The City shall make sure that each of its subcontractors, if any, providing any of the work and services under this contract, shall obtain and maintain insurance as set forth in this Agreement.

The City shall provide the following insurance coverages which shall be primary and non-contributory:

- a. **Workmen's Compensation Insurance:** The insurance shall provide protection for the City's employees, to the statutory limits of the State of Michigan and \$500,000 employer's liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

Bodily Injury Liability	Or: Single Limit: Bodily injury
-------------------------	---------------------------------

Each Person: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 -and- Property Damage Liability: Each Occurrence: \$250,000 Aggregate: \$250,000	and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
---	---

Item 4.

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors' coverages.

- c. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability)
The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000
---	--

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- d. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- e. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance. This requirement for Owner's Protective Public Liability is waived, if the City provides a certificate of coverage designating the Road Commission for Oakland County and the maintenance agreement as included in the scope of liability coverage for general liability, automobile, law enforcement, and public officials liability issued by the Michigan Municipal Risk Management Authority in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs, with not aggregate limit.

Reports – The City or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highways Engineer.

Item 4.

See provisions of the maintenance agreement to which this Exhibit C is attached.

**Summer Road Maintenance Agreement Historical Contract Payments Since Inception
Road Commission for Oakland County**

Item 4.

14 Mile - Campbell to Dequindre; John R - 14 Mile to Drain; 12 Mile - Campbell to Dequindre

Year	Per Mile	Total	Increase/(Decrease)	
			%	\$
1988	N/A	9,107.00	N/A	N/A
1989	N/A	11,607.00	27.5%	2,500.00
1990	N/A	11,607.00	0.0%	-
1991	N/A	11,607.00	0.0%	-
1992	N/A	11,607.00	0.0%	-
1993	N/A	11,607.00	0.0%	-
1994	N/A	12,187.35	5.0%	580.35
1995	N/A	12,552.97	3.0%	365.62
1996	N/A	12,929.56	3.0%	376.59
1997	N/A	13,317.45	3.0%	387.89
1998	N/A	13,583.80	2.0%	266.35
1999	N/A	14,288.79	5.2%	704.99
2000	N/A	14,484.86	1.4%	196.07
2001	N/A	14,484.86	0.0%	-
2002	N/A	14,774.56	2.0%	289.70
2003	2,790.75	15,070.05	2.0%	295.49
2004	2,713.66	15,522.15	3.0%	452.10
2005	2,931.97	16,770.87	8.0%	1,248.72
2006	2,990.61	17,106.29	2.0%	335.42
2007	(1)	18,576.16	8.6%	1,469.87
2008	(2)	18,238.56	-1.8%	(337.60)
2009	(3)	18,603.26	2.0%	364.70
2010	(4)	9,211.43	-50.5%	(9,391.83)
2011	(5)	8,548.16	-7.2%	(663.27)
2012	(6)	8,392.64	-1.8%	(155.52)
2013	(7)	8,509.28	1.4%	116.64
2014	(8)	8,859.20	4.1%	349.92
2015	(9)	8,936.96	0.9%	77.76
2016	(10)	9,014.72	0.9%	77.76
2017	(11)	11,192.00	24.2%	2,177.28
2018	(11)	11,192.00	0.0%	-
2019	(11)	11,192.00	0.0%	-
2020	(12)	12,072.95	7.9%	880.95
2021	(12)	12,072.95	0.0%	-
2022	(12)	12,072.95	0.0%	-
2023	(13)	12,263.70	1.6%	190.75
2024	(14)	12,767.70	4.1%	504.00

Average Annual Increase: 1.7% \$ 101.69

- (1) = \$92.00/curb mile x 12.96 miles x 8 sweepings, \$636/mowing x 10 mowings, \$267.76/litter pickup x 10 pickups (current bids)
 (2) = \$87.00/curb mile x 12.96 miles x 8 sweepings, \$648.72/mowing x 10 mowings, \$273.12/litter pickup x 10 pickups (current bids)
 (3) = \$88.74/curb mile x 12.96 miles x 8 sweepings, \$661.69/mowing x 10 mowings, \$278.58/litter pickup x 10 pickups (current bids)
 (4) = \$87.00/curb mile x 12.96 miles x 4 sweepings, \$661.69/mowing x 5 mowings, \$278.58/litter pickup x 5 pickups (current bids)
 (5) = \$87.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
 (6) = \$83.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
 (7) = \$86.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
 (8) = \$95.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
 (9) = \$97.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
 (10) = \$99.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
 (11) = \$155.00/curb mile x 12.96 miles x 3 sweepings, \$661.69/mowing x 5 mowings, \$371.43/litter pickup x 5 pickups (current bids)
 (12) = \$175.00/curb mile x 12.96 miles x 3 sweepings, \$674.93/mowing x 5 mowings, \$378.86/litter pickup x 5 pickups (current bids)
 (13) = \$175.00/curb mile x 12.96 miles x 3 sweepings, \$701.93/mowing x 5 mowings, \$390.01/litter pickup x 5 pickups (current bids)
 (14) = \$183.75/curb mile x 12.96 miles x 3 sweepings, \$722.99/mowing x 5 mowings, \$401.71/litter pickup x 5 pickups (current bids)

City Council Special Meeting
Madison Heights, Michigan
January 22, 2024

A City Council Special Meeting was held on Monday, January 22, 2024 at 7:00 PM at City Hall Executive Conference Room - 300 W. 13 Mile Road

PRESENT

Mayor Roslyn Grafstein
Mayor Pro Tem Mark Bliss
Councilman Sean Fleming
Councilman William Mier
Councilor Emily Rohrbach
Councilman David Soltis
Councilor Quinn Wright

OTHERS PRESENT

City Manager Melissa Marsh
Deputy City Manager/City Clerk Cheryl Rottmann
City Attorney Larry Sherman
Assistant City Attorney Tim Burns
Special Legal Counsel Andrea Pike

MEETING OPEN TO THE PUBLIC:

There were no members of the public wishing to speak.

CLOSED SESSION:

CM-11.1-24. Closed session with legal counsel to discuss settlement strategy in the following pending Oakland County Circuit Court Cases pursuant to Section 8(e) of the Open Meetings Act, MCL 15.268(e): Case No. 22-197465-CZ, *Artic Fox, LLC v. City of Madison Heights*, and Case No. 2023-201613-CZ, *305 N Euclid v. City of Madison Heights*.

Motion to enter Closed Executive Session with legal counsel to discuss settlement strategy in the following pending Oakland County Circuit Court Cases pursuant to Section 8(e) of the Open Meetings Act, MCL 15.268(e): Case No. 22-197465-CZ, *Artic Fox, LLC v. City of Madison Heights*, and Case No. 2023-201613-CZ, *305 N Euclid v. City of Madison Heights*.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Mier.

Roll Call Vote:

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming, Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor Wright

Motion carried.

ADJOURNMENT

Having no further business, Mayor Grafstein adjourned the meeting at 7:26 p.m.

City Council Regular Meeting
Madison Heights, Michigan
February 26, 2024

A City Council Regular Meeting was held on Monday, February 26, 2024 at 7:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

PRESENT

Mayor Roslyn Grafstein
Mayor Pro Tem Mark Bliss
Councilman Sean Fleming
Councilman William Mier
Councilor Emily Rohrbach
Councilman David Soltis
Councilor Quinn Wright

Others Present

City Manager Melissa Marsh
City Attorney Larry Sherman
Deputy City Manager/City Clerk Cheryl Rottmann

The invocation was given by Councilman Soltis and the Pledge of Allegiance followed.

CM-24-36. Additions to the Agenda.

Motion to add to the agenda under Reports:

- a.) Appointment to the Zoning Board of Appeals
- b.) Resignation and Appointment of the Council Representative to SEMCOG.

Motion made by Councilman Fleming, Seconded by Councilor Wright.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

MEETING OPEN TO THE PUBLIC:

Martha Covert and Jim Capizzo, residents, spoke in favor revising the City's snow plow policy.

County Commissioner Ann Goff announced that she has been appointed to the Oakland County Parks Commission. She stated that Oakland County Parks are need of seasonal employees to staff the county's parks, so please apply. She invited the public to attend her at a coffee hour on

Thursday, March 7th at 4:30 pm at Mia's Bakery. If you want to contact her, please reach out to her via email at or by phone.

Daniel Allen, resident, stated that April 19th is Education and Sharing day and asked that the City support this event by passing a proclamation for the event. He noted that education is the cornerstone of our functional society. Education and Sharing Day was established in 1978 by Congress and serves as a reminder of the importance of education in fostering unity and understanding amongst diverse communities. He requested recognition of this day to foster a culture of life-long learning, compassion and education and affirm our dedication and commitment to building a better society, one where the pursuit of knowledge is celebrated by all.

CM-24-37. Resignation of Michael Mitchell and Appointment of new Business License Hearing Officer.

Motion to accept the resignation of Michael Mitchell as the Business License Hearing Officer and to appoint Richard Strenger as the Business License Hearing Officer.

Motion made by Councilman Fleming, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

CM-24-38. Appointments to the Downtown Development and Brownfield Redevelopment Authorities.

Motion to confirm the Mayor's appointment of the following to the Downtown Development/Brownfield Redevelopment Authorities:

Name	Term Type	Expiration
Joseph Keys	Regular	2/28/28
Michael Sheppard	Regular	2/28/28
Marija Ujkic	Regular	2/28/28

Motion made by Mayor Pro Tem Bliss, Seconded by Councilor Wright.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

CM-24-39. Appointment to the Tax Board of Review.

Motion to appoint Suzanne Patton to the Tax Board of Review to a regular term to expire February 28, 2025.

Motion made by Councilor Wright, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

CM-24-40. Appointment to the Zoning Board of Appeals.

Motion to appoint Martha Covert to the Zoning Board of Appeals to a regular* term to expire February 28, 2027.

Motion made by Councilman Fleming, Seconded by Councilor Rohrbach.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

*This term type was a clerical error and is corrected to be an alternate term with the same expiration date.

CM-24-41. Resignation and Appointment of Council Representative to SEMCOG.

Motion to accept the resignation of Sean Fleming as Council Representative to SEMCOG and appoint Quinn Wright as Council Representative to SEMCOG.

Motion made by Councilman Fleming, Seconded by Councilor Wright.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

CM-24-42. Appointment of Council Alternate to SEMCOG.

Motion to appoint Emily Rohrbach to Council Alternate to SEMCOG.

Motion made by Councilor Wright, Seconded by Councilman Fleming.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

CM-24-43. Purchase of a New SCBA Fill Station and Air Compressor.

Motion to award the SCBA fill station and compressor bid to the lowest qualified vendor, MacQueen Emergency, in the amount of \$56,000.

Motion made by Councilor Rohrbach, Seconded by Councilor Wright.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

CM-24-44. City Council Regular Meeting Minutes of February 12, 2024.

Motion to approve the City Council Regular meeting minutes of February 12, 2024, as printed.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilor Wright.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis, Councilor
Wright

Motion carried.

COUNCIL COMMENTS:

Councilman Mier noted that the election is tomorrow, so if you haven't voted, please get out and vote.

Mayor Pro Tem Bliss agreed with some of the public comments on the snow plowing policy and stated that he is open to further discussion. The Historical museum reopening is April 15th; he misspoke at the last Council meeting and noted that Council meeting date was changed due to recognition of a religious holiday. He stated that he supports a proclamation for Education and Sharing Day.

Councilor Wright stated that he likes omelets because they have a lot of different ingredients. He feels like food is a great uniter and commented that he likes talking to his neighbors over food. He encouraged all to participate in the HREC cookbook to celebrate our diverse culture. As we value our lives, let's value each other, and be kind. Happy Black History Month. He noted that the Madison Heights Community Coalition is looking for a parent representative from the City, so if you are interested, please reach out. He advised that dabbing is a highly concentrated form of marijuana and a concern for our children; he stated that he was unaware of this term until recently. There is a lot going on in this world and we need to pay attention.

City Attorney Sherman had no comments this evening.

City Manager Marsh had no comments this evening.

Deputy City Manager/City Clerk Rottmann stated that the Presidential Primary is tomorrow and polls will be open from 7 a.m. to 8 p.m. in all voting locations in the City. She thanked the City's

Election Inspectors for their hard work and reminded voters to be kind, they work long hours to ensure your right to vote.

Councilor Rohrbach had no comments this evening.

Councilman Fleming stated that he supports a resolution for Education and Sharing Day. He noted that he is testifying in Lansing tomorrow on HB 5127, which will expand the opportunity for disabled veterans to purchase disabled veteran's plates. He requested having a railing added to the ramp on the north side of City Hall to help those in need. The Madison Heights Memorial Day Committee will be meeting on March 7th at 6 p.m. at the soccer complex and are looking for volunteers and parade participants. More information is available at madisonheightsparade.org.

Councilman Soltis had no comments this evening.

Mayor Grafstein thanked everyone for coming tonight and please remember to vote. She also supports an Education and Sharing proclamation. She wished good luck to the Clerk's office on the election tomorrow.

ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 7:59 p.m.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 3/11

PREPARED BY: Sean P. Ballantine, Director of Public Services

AGENDA ITEM CONTENT: Director of Public Services - Contract Extension - Major and Local Sectional Work

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$850,000

FUNDS REQUESTED: 741,315.70

FUND: Major/Local Roads

EXECUTIVE SUMMARY:

DiLisio Contracting has indicated that they are agreeable to extending current bid pricing for the 2024 construction season. This is in reference to the Major and Local Sectional concrete replacement project.

RECOMMENDATION:

Staff recommends that Council approve the contract extension with DiLisio Contracting for the Major and Local Sectional concrete replacement projects, for a total estimated cost of \$741,315.70.

MEMORANDUM

Item 7.

DATE: February 28, 2024
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Contract Extension – Major and Local Sectional Paving

In a letter to Nowak and Fraus, our consulting engineering firm, DiLisio Contracting has indicated that they are agreeable to extending current bid pricing for the 2024 construction season. This is in reference to the Major and Local Sectional concrete replacement project. This project was most recently bid in 2023, with DiLisio being the lowest qualified bidder.

DiLisio has been the successful bidder on these projects for many years, and has a proven track record of high-quality work, responsiveness to the City's needs, and excellent communication with our staff and engineers. Given the extreme increases in the price of materials and labor, Staff concurs with the recommendation of our consulting engineer, and recommends that Council approve the contract extension with DiLisio Contracting for the Major and Local Sectional concrete replacement projects, for a total estimated cost of \$741,315.70.

I would also note that this contract extension does not automatically commit the City to any projects in the upcoming 2024-25 fiscal year. Projects would not be authorized to start until funding was made available through the normal Budget process. These projects, assuming approval, would then be constructed by DiLisio under this contract.

Department of Public Services
City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071

p: (248) 589-2294 | f: (248) 589-2679 | e: DPS@Madison-Heights.org



February 21, 2024

City of Madison Heights
300 W. 13 Mile Road
Madison Heights, MI 48071

Attn.: Mr. Sean Ballantine, Director of Public Services

Re: **2024 Major Street and Local Road Sectional Repair Project**
NFE Recommendation Letter – Extension of Contract to Dilisio Contracting Inc.
Madison Heights, Michigan

Dear Mr. Ballantine:

As you are aware, the City of Madison Heights awarded the 2023 Major Street and Local Road Sectional Repair Project to Dilisio Contracting Inc. of Clinton Township, Michigan based upon the February 15, 2023 public bid opening held at the City Offices.

Dilisio Contracting Inc. has expressed a willingness to enter into a contract extension (refer to attached February 19, 2024 correspondence) for the upcoming 2024 construction season and to hold their unit prices unchanged from the 2023 Contract. Due to the inflation and substantial material costs increases we have seen each year on other projects in other local communities, we would expect this contract to be increased by 7%-10% if put out to bid. Due to their experience, high quality workmanship, and past performance; we acknowledge that the City of Madison Heights will save both time and money associated with re-bidding this work. All indications are that 2024 prices will increase substantially based upon recent bid tabulations and reported material cost increases.

Dilisio Contracting Inc. has completed projects within the City of Madison Heights. They have completed several other similar projects for the City of Troy and Sterling Heights during the past couple of years and are qualified to complete the above referenced project based upon their past experience and our research.

Therefore, we recommend that the contract for the 2024 Pavement Resurfacing Project be extended in the amount of \$741,315.70, to Dilisio Contracting Inc. of 23525 Lakepointe Drive, Clinton Township, MI 48036.

Should you have any questions, please feel free to contact our office at any time.

Very truly yours,

NOWAK & FRAUS ENGINEERS

Brad Brickel, P.E.
Consulting Assistant City Engineer

Enclosures

cc: City of Madison Heights – Melissa Marsh, City Manager (300 W. Thirteen Mile Road, Madison Heights, MI. 48071)
NFE - Timothy L. Germain, PE., City Engineer (46777 Woodward Avenue, Pontiac, MI 48342) - copy
File: NFE# N962-N965 Electronic File – 2024 Recommendation Letter

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257



23525 Lakepointe Drive, Clinton Township, Michigan, 48036

Phone 586.783.4044 Fax: 586.783.4058

February 19, 2024

Nowak & Fraus Engineers
46777 Woodward Avenue
Pontiac, MI 48342

Attn: Mr. William Fowler, P.E.
Consulting City Engineer

Re: City of Madison Heights Major Street and Sectional Repair Project

Dear Mr. Fowler:

Dilisio Contracting Inc. is pleased to accept additional work proposed on the above-mentioned project for 2024 construction season and will hold unit prices from Madison Heights 2023 Major Street and Sectional Repair Contract.

If you have any questions, please give me a call.

Respectfully yours,

Giuseppe D.
Lia

Digitally signed by Giuseppe D. Lia
DN: cn=Giuseppe D. Lia, o=Dilisio Contracting, Inc.,
ou=email=joep@dilisiocontracting.com, c=US
Date: 2024.02.19 10:33:57 -05'00'



AGENDA ITEM SUMMARY FORM

MEETING DATE: 03/11/2024

PREPARED BY: Tracee Miller, HR/Purchasing Assistant

AGENDA ITEM CONTENT: Community Development Block Grant (CDBG) Funded Yard Service - Lawn Service

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$35,589.00

FUNDS REQUESTED: \$35,589.00

FUND: Contractual Services - 276-400-8180-000

EXECUTIVE SUMMARY:

Community Development Block Grant (CDBG) Funded Yard Service - Lawn Service

RECOMMENDATION:

The request is being made to award the CDBG funded yard services/lawn service program contract to the lowest responsible bidder, Capital Landscape, at a unit price of \$23.00 per lot for the 2024 mowing season, and to authorize the City to proceed to the next lowest responsible bidder, Zimmerman Lawn Service at unit pricing of \$24.00 per lot in the unlikely event that the contract with Capital Landscape is cancelled due to non-performance or other issues. The budgeted amount is not to exceed \$35,589.00 for the CDBG mowing season.

DATE: March 1, 2024

TO: Melissa R. Marsh, City Manager

FROM: Tracee Miller, HR/Purchasing Assistant

RE: ITB 1068 – CDBG Lawn Services

In accordance with HUD regulations, the City posted a bid for CDBG funded lawn services. The bid was posted on the MITN online cooperative bidding system (www.mitn.info), where it was emailed to 399 vendors. Out of the 399 vendors who received notice online, 55 vendors downloaded the bid documents. On February 13, 2024, six (6) responsive electronic bids were opened. One bid from T's Outdoor Services was deemed unresponsive, as there were no documents fully uploaded to the MITN system.

The lowest qualified bidder is Capital Landscapes at \$23.00 per lot. Capital Landscapes received positive reference checks during the vetting process. Staff is looking forward to building a positive working relationship with Capital Landscapes as many of the references stated they were reliable with a keen sense of professionalism.

Staff and I would respectfully request that Council award the bid to the lowest responsible bidder Capital Landscapes for a one-year contract at the unit rate of \$23.00 per lot for the 2024 mowing season. We would also respectfully request that Council authorize the City to proceed to the next lowest qualified bidders, Zimmerman Lawn & Snow at unit pricing of \$24.00 per lot in the unlikely event that the contract with Capital Landscapes is cancelled due to non-performance or other issues.

Please let me know if you have any questions or concerns. Thank you for your consideration.

**CDBG
Bid Tabulation
Deadline February 13, 2024**

Description of Item: City of Madison Heights CDBG Lawn Services (Home Chore Mowing)

Bid #1068 # of Bids Sent: 399 # Vendors who downloaded specs: 55 # of Bids Received : 7

	Vendor	Phone #	Contact Person	Base Price/RFP Evaluation Points*	Price Per Lot	Comments
1	Capital Landscapes	248-509-9109	Leanne Millitello		\$23.00	
2	Zimmerman Lawn & Snow	586-484-1721	Timothy Ross		\$24.00	
3	Around Town Landscaping	248-632-6857	Max Loosle		\$32.00	
4	Winner's Circle Turf & Landscape/Gratiot*	586-859-7059	Wade Daley		\$33.00	
5	Tommy's Lawn Service, Landscaping & Snowplow	810-650-6304	Tommy Dornoff		\$60.00	
6	Harris Design & Construction Services	313-799-3428	Karl Harris		\$100.00	
7	*T's Outdoor Services	810-347-5207	Terrence Sheroski			NON RESPONSIVE
JUSTIFICATION OF AWARD TO ABOVE NAMED BIDDER						

Is the recommended vendor the lowest qualified bidder? Yes

Did the recommended vendor quote the lowest price? Yes

If not, please justify (e.g. Did lowest bidder fail to meet specs? How?) N/A

* present on Zoom bid opening

PRICING SECTION

ALL FORMS (pages 8 through 11) must be completed in full and returned with your electronic bid.
 PLEASE SEE PRIOR INSTRUCTIONS FOR ELECTRONIC SUBMITTAL
 THE CITY IS NOT REQUIRING A BID BOND FOR ITB #1068

Join Zoom Meeting for Bid Opening ITB 1068 – CDBG Lawn Care:

Tuesday, February 13, 2024 - 2:05 pm

<https://us02web.zoom.us/j/8490182635>

Meeting ID: 849 018 2635 Passcode 7Ww7gG

One tap mobile +13126266799,,8490182635# US (Chicago)

Number of full-time employees 21

Number of part-time employees 8

Years in Business: 8 yr

List of Equipment to be used FOR THIS CONTRACT (attach additional sheets as necessary):

Price per lot (avg. 60' x 120') \$ 23.00

Payment Terms: Contractor will be paid on a bi-weekly basis.

COMPANY INFORMATION

Signature *Jeanne Miller*

Print name/title

Administrative Assistant

Company

Capital Landscapes

Address

21700 Wyoming St. Suite B

Oak Park, IL 60237

Phone

248 509-9109

Fax

—

Date

2/13/24

Email:

Sales@Caplandscapes.com

Questions regarding services to be provided should be directed to Jennifer Cowan at (248) 545-3464.

References:

Please list contact information for three (3) references; municipalities preferred.

1. Contact Name: Denise Glinz
 Company/Municipality Name: City of Southfield Chore Program
 Address: 26000 Evergreen Rd. Southfield MI 48076
 Contact Phone: (248) 796-4178
 Contact Fax: () -
 Contact Email Address: dglinz@cityofsouthfield.com
2. Contact Name: Ron Duncan
 Company/Municipality Name: Congregation Shaarey Zedek
 Address: 27375 Bell Rd. Southfield MI 48034
 Contact Phone: (248) 357-5548
 Contact Fax: () -
 Contact Email Address: rduncan@shaareyzedek.com
3. Contact Name: Brian Tomina
 Company/Municipality Name: Stella's Marketplace, LLC
 Address: 2485 Coolidge Ave Berkeley MI 48072
 Contact Phone: (248) 755-7180
 Contact Fax: ()
 Contact Email Address: btomina@gmail.com

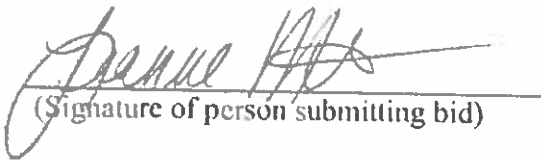
NON-COLLUSION AFFIDAVIT

Return this completed form with your sealed bid.

_____ being duly sworn deposes and says:

That he/she is _____
(state official capacity in firm)

The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure the advantage against the City of Madison Heights or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.


(Signature of person submitting bid)

Subscribed and sworn this 13 day of Feb, 2024 before me, a Notary Public in and for said County.


Notary Public

INDERPREET NANCY
Notary Public, State of Michigan
County of Wayne
My Commission Expires 01/06/2027
Acting in the County of Oakland

My Commission Expires:

01/06/2027

INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That Capital Landscapes (Contractor/Company)

By and through the undersigned Leanne Millitello (Individual),

Its Administrative Assistant (Title), respectively, agrees to indemnify and hold harmless the City of Madison Heights, a Michigan Municipal Corporation, 300 W. Thirteen Mile Road, Madison Heights, Michigan 48071, (hereinafter "City"), its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns from any and all liability arising, directly or indirectly, from the following activity:

Lawn Maintenance

In the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the City, its Council, officers, administrators, employees, attorneys, affiliates, successors and assigns by virtue of the above-referenced activity, hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding the foregoing, this Indemnification, Defend and Hold Harmless Agreement excludes the sole acts and/or the sole omissions to act on the part of the City of Madison Heights.


(Signature of person submitting bid)

Subscribed and sworn this 13 day of Feb, 2024 before me, a Notary Public in and for said County.


Notary Public

County of Oakland

My Commission Expires: 01/06/2027

Acting in County of Oakland





AGENDA ITEM SUMMARY FORM

MEETING DATE: 03/11/24

PREPARED BY: Melissa Marsh, City Manager

AGENDA ITEM CONTENT: Police Department - Women's Locker Room

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: 0

FUNDS REQUESTED: \$210,304

FUND: 101 - General Fund

EXECUTIVE SUMMARY:

The Civic Center Project was completed approximately \$115,000 under budget. Staff is requesting to utilize this building improvement savings with additional funding from Fund Balance of \$95,304 to renovate the Women's Locker Room at the Police Department. The current locker room does not meet the space needs of our current female staff leaving no room growth. Therefore, we have worked with Frank Rewold & Sons continuing our professional relationship under an Oakland County bid for design and construction management/oversight of this project. The project has been designed to increase square footage and locker capacity by relocating the current breakroom at the Police Department.

RECOMMENDATION:

City Council is being asked to approve an agreement with Frank Rewold and Sons, who holds a contract for construction services with Oakland County; for the renovation of the Womens' Police Locker Room and General Breakroom, in an amount not to exceed \$210,304. If approved, a budget amendment will be needed to increase expenditures by \$210,304 to 101-301-987-0000.



February 28, 2024

Melissa Marsh
City Manager
City of Madison Heights
300 W 13 Mile Rd.
Madison Heights, MI 48071

RE: Madison Heights PD Women's Locker Room Expansion Proposal

Dear Melissa:

Frank Rewold & Sons Inc. is pleased to present our proposal for the Madison Heights PD Women's Locker Room Expansion at 280 W 13 Mile Rd in Madison Heights Michigan. This proposal is based on the PIA drawings dated 10/27/2023 and as described in our attached Work Scopes.

Our proposed cost for the building renovation and our services is **\$239,082.00**.

Please review the attached Madison Heights PD Women's Locker Room Expansion Proposal breakdown. Our proposal is based on utilizing the Oakland County Annual CM contract for all services and rates. Also, included in our Proposal is a 10% contingency to be used for any project unknowns. Separate from the 10% contingency are several allowances including floor patch, touch up paint, concrete coring or cutting, roofing, and ceiling or wall patch. Our proposal is based on the work being completed separately from the other projects performed for the city. The costs associated with the Architectural and MEP engineering and design services are included in the "Preconstruction Services" costs.

Based on our meeting conducted 2/21/2024 we also have included several options for your review and consideration. Please initial any alternate to be incorporated into the project.

- | | | |
|--|---------------------|------------------|
| 1. Existing lay in ceilings, lights & HVAC diffusers to remain- Deduct of \$12,885 | Accepted | <u>MM</u> |
| 2. Existing Flooring (VCT) to remain in current locker room- Deduct of \$1,214 | Accepted | _____ |
| ✓3. Removal of all work related to the added shower- Deduct of \$19,271 | Accepted | <u>MM</u> |
| 4. Installation of 20 laminate lockers to match Fire Station #2 - Add of \$13,829 | Accepted | _____ |
| 5. Installation of all new metal lockers (28) - Add of \$3,378 | Accepted | <u>MM</u> |

Some items that are not included at this time are hazardous material studies or abatement, builder's risk insurance (can be provided if required), cost of any permits or fees, any third party inspection fees.



If acceptable, please sign below and return a copy to my attention. Please contact me on my cell phone at 586-623-1162 with questions.

Sincerely,
FRANK REWOLD & SONS INC.

A handwritten signature in black ink, appearing to read 'Joe Lucci'.

Joe Lucci
Project Manager

CC: Mike Gagnon- Frank Rewold & Sons

Accepted By:

City of Madison Heights

A handwritten signature in black ink, appearing to read 'Melissa Marsh'.

Melissa Marsh, City Manager

Dated: March 1, 2024 *

* Pending City Council approval
on March 11, 2024.

1 of 1

Madison heights PD Women's Locker Room Expansion Scopes

Demolition

Locker Room

- Remove existing VWC on 3 walls of existing kitchen
- Remove existing VWC on corridor wall
- Remove existing door and frame
- Provide new wall opening
- Remove ceilings and light fixtures where shown
- Remove flooring and base where shown including grinding following floor removal.
- Remove existing exterior window and provide temp opening enclosure
- Remove existing millwork
- Remove existing gyp board at shower area
- Locker removal by others
- Mechanical demo by others
- Electrical demo by others

Alternate – To delete removal of existing ceilings and light fixtures in the existing shower/locker room and new locker room, except at new shower

Alternate – To delete removal of existing flooring in existing shower/locker room except at new ceramic tile floor

Alternate – To delete removal of gyp board at shower area

Kitchen

- Remove and salvage bulletin boards
- Remove existing VWC on kitchenette wall
- Remove existing door and frame
- Provide new wall opening
- Mechanical demo by others
- Electrical demo by others

Masonry

Locker Room

- Block in window opening. Need new brick to match existing.
- Block in removed fan opening. Need new brick to match existing.
- Remove temp opening covers provided by others

Alternate – To delete blocking in window.

Kitchen - NA

Carpentry**Locker Room**

- Provide new shower ceiling
- Provide new lay-in ceilings
- Provide new shower walls
- Provide new paper towel dispenser and trash
- Provide new shower curtain and new shower seat
- Patch drywall at new arch opening
- Provide new cement board at shower area
- Patch drywall at relocated t-stat
- Infill existing door opening
- Demolition by others

Alternate – To delete new ceilings in the existing shower/locker room and new locker room except at new shower area

Alternate – To delete new shower ceiling

Alternate – To delete cement board at shower area

Kitchen

- Patch drywall at new arch opening
- Provide new kitchen cabinets
- Patch drywall at relocated t-stat
- Infill existing door opening
- Demolition by others

Hard Tile**Locker Room**

- Provide wall and floor tile where shown.
- Provide new thresholds where shown.
- Provide waterproofing
- Provide prep of new cement board for tile installation

Kitchen - NA

Flooring**Locker Room**

- Provide new VCT and base where shown

Alternate – To delete new flooring in the existing shower/locker room area

Kitchen

- Patch floor at new door opening
- Provide new base on kitchen cabinets.

Painting

Locker Room

- Paint all walls within existing toilet room, existing locker / shower room, and new locker room
- Paint entire corridor wall from corner to corner at door opening closure (wall covering?)
- Paint new shower drywall ceiling
- Prep and paint walls after removal of VWC – see demo

Alternate – To delete painting of new drywall ceiling

Kitchen

- Paint walls and jambs at new door opening
- Paint one wall of Briefing Room and two walls of Storage Room
- Prep and paint walls after removal of VWC – see demo

Lockers

Locker Room

- Remove and reinstall (x) existing lockers
- Provide (16) new metal lockers to match existing.

Alternate – To provide (20) Ideal 200 A-2 Series (24" x 24") laminate lockers in lieu of relocating and adding metal lockers (demo of existing lockers still included)

Alternate – To leave existing lockers in place

Alternate – To leave existing lockers in place and provide 28 new metal lockers to match existing

Kitchen - NA

Plumbing

Locker Room

- Cut and cap existing breakroom sink
- Provide new sanitary and water piping as needed for new shower
- Provide new shower faucet
- Shower seat, etc. by others

Alternate – To delete all shower work

Kitchen

- Provide new sanitary and water piping as needed for new sink
- Provide new sink, faucet and disposal
- Provide new water for refrigerator
- Install and hook up new dishwasher provided by others

Alternate – To delete new water for refrigerator

HVAC**Locker Room**

- Remove and replace diffusers as shown, including ductwork
- Remove and replace existing exhaust fan
- Remove existing wall mounted fan
- Relocate (1) thermostat as shown
- Provide all new exhaust ductwork and grilles

Alternate – To leave existing diffusers as is

Kitchen

- Remove and replace diffusers as shown, including ductwork
- Relocate (1) thermostat as shown
- Add new roof fan, duct, and grille

Alternate – To leave existing diffusers as is

Electrical**Locker Room**

- Disconnect existing exhaust fans (2)
- Reconnect (1) exhaust fan
- Provide disconnect of existing light fixtures for removal by others
- Provide new light fixtures as shown
- Provide (1) new shower light
- Provide new switching for light fixtures
- Provide new emergency lights
- Provide (1) outlet for (28) lockers

Alternate – To keep existing fixtures in the shower/locker room and new locker room in lieu of new fixtures

Alternate – To delete the new above counter light fixture in the toilet room

Alternate – To delete 8 locker outlets

Alternate - To delete the other 20 locker outlets

Alternate – To delete shower light

Kitchen

- Provide disconnect of power in wall to be removed
- Provide new power for new exhaust fan
- Provide new kitchen power
- Provide new under cabinet lighting
- Provide new switching
- Provide power and switch for new garbage disposal

